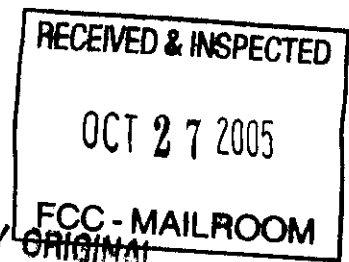


Monroe County Library System
Rochester Public Library
115 South Avenue
Rochester, New York 14604



To: LETTER OF APPEAL, FEDERAL COMMUNICATIONS COMMISSION

From: Kevin Loughran, MCLS Finance Office

Date: October 20, 2005

Re: CC DOCKET NO. 02-06
REQUEST FOR REVIEW OF DECISION AND WAIVER
USAC SCHOOLS AND LIBRARIES DIVISION DECISION ON APPEAL
LETTER OF AUGUST 22, 2005
Applicant Name: MONROE COUNTY LIBRARY SYSTEM
Billed Entity Number: 124984
Form 471 Application Number: 406926
Funding Year 2004: 7-1-04 to 6-30-05
Funding Request Number(s): 1133065, 1117310, 1117387

We would like to appeal the SCL decisions regarding the above applications for library Frame Relay Service, Internet access, and T-1 dial in service, which was rejected on the grounds that there was "no contract or legally binding agreement was in place when the form 471 was filed". We disagreed with this finding and asked that it be reconsidered based on the following:

1. We selected the vendor via a competitive bidding process.
2. After evaluation of responses, we issued a "Letter of Intent to Purchase" with the selected vendor.
3. The Monroe County Library System and the County of Monroe considers our "Letter of Intent to Purchase", when offered by the Library System as a result of a vendors firm quote, a legally binding agreement between the parties, subject only to funding availability.
4. This established process allows us to obtain the necessary local governmental approvals (MCLS Board of Trustees and County Purchasing Department) on their established timeframes.
5. The letter also gives us the flexibility not to utilize the service if funding is not available locally or from the SLC. We need the ability to do this because of the extreme pressures on the local operating budgets.
6. Once we received MCLS Board and Monroe County funding approvals, we established one-year agreements (July 1, 2004 through June 30, 2005), which are enclosed.

We also noted that the "Funding Commitment Report: (attached) showed the service start dates of January 30, 2005 and the end date of June 30, 2005. Our requests were for the time period July 1, 2004 to June 30, 2005. We would like these dates adjusted to the original requested dates.

no. of Copies rec'd 0
List A B C D E

In the SLC August 22, 2005 response (attached) our appeal was rejected based on the following:

"We find that the Letters of Intent to Purchase provided during initial review and on appeal were signed by the Library System on January 30, 2004. Additional agreements provided on appeal were either unsigned or signed even later in the year...."

As noted in our appeal letter to the SCL, we consider the Letters of Intent to Purchase a legally binding agreement with the contract vendor, which enables us to meet SLC regulations and also gives us the flexibility meet local purchasing and budgetary requirements. The Library Systems Letter of Intent to purchase was issued on January 26, 2004 well within the e-rate timeframes. We received signed copies of the Letter of Intent from the contract vendor on January 29, 2005, again within the e-rate timeframes, then sent them in to be signed by the Library Director and filed the 471 electronically. This postmarked the 471 on January 29, 2005. We received the signed copies of the Letter of Intent to Purchase back from the Director on January 30, 2005 and sent them in with the required hard copy paperwork. The Director's signature dated the day after the 471 was filed electronically was an oversight. However, we consider the date the vendor signed as the legally binding date and therefore would meet SLC requirements. Agreements provided on appeal were signed and I have attached them for your review.

In reviewing the FCC appeals procedures, I noted a section on waiver requests. If the FCC does not see the merit in our review request, I would like to request a waiver based on your requirement that this could occur "only when a deviation from the rules would serve the public interest". The economy of western New York State has been in poor shape for the past 15 years. Because of this, local support for the Library System has been flat. State Library Aid has not been increased in eight years. Staff at the Central Library has been reduced by 30%. The E-rate program has been a key revenue source and has enabled the library system to survive. If the FCC upholds the SLD decision, the Monroe County Library System will lose \$116,885 in anticipated revenue in 2005 that cannot be made up from other sources. The public interest will best served if the SLC decision is reversed or a waiver is made.

Thank you for your review. If you need additional information feel free to call me at 585-428-8056.

xc. P. Smith
L. Strassner
R. Cooper



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2004-2005

August 22, 2005

Kevin Loughran
Monroe County Library System
115 South Avenue
Rochester, NY 14604

Re: Applicant Name: MONROE COUNTY LIBRARY SYSTEM
Billed Entity Number: 124984
Form 471 Application Number: 406926
Funding Request Number(s): 1117310, 1117387, 1133065
Your Correspondence Dated: April 23, 2005

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of SLD's Funding Year 2004 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1117310, 1117387, 1133065
Decision on Appeal: **Denied**
Explanation:

- On appeal, you seek reversal of the SLD's decision to deny the funding request because there was "no contract or legally binding agreement in place when the Form 471 was filed." In your appeal letter, you assert that the "Letter of Intent to Purchase" is a legally binding agreement that allowed the Library System to gain the necessary governmental approvals for them to then sign agreements. You also contend that the funding commitment amount is incorrect.
- Upon thorough review of the appeal, relevant facts and documentation, we find that the Letters of Intent to Purchase provided during Initial Review and on appeal were signed by the Library System on January 30, 2004. Additional agreements provided on appeal were either unsigned or signed even later in the year. Program rules require that a contract for eligible services must be signed prior to

submitting the complete FCC Form 471, which was postmarked on January 29, 2004. It is the responsibility of the applicant to ensure that all Forms are submitted to SLD in a correct manner. You have failed to provide evidence that SLD has erred in its decision.

- SLD has determined that, at the time you submitted your Form 471 application, you did not have a signed contract for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. § 54.504(c). The FCC has consistently upheld SLD's denial of Funding Request Number(s) when there is no contract in place for the funding requested.¹ The FCC Form 471 instructions under Block 5 clearly state that you MUST sign a contract for all services that you order on your Form 471 except tariffed services and month-to-month services.² You did not provide evidence with your appeal that, at the time you signed your Form 471, you had signed a contract for eligible services. Consequently, SLD denies your appeal.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either the SLD or the FCC. For appeals that have been denied in full, partially approved, dismissed, or cancelled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

¹ *Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism*, File No. SLD-256981, CC Docket Nos. 02-6, Order, 18 FCC Red. 22,994, DA 03-3526 (2003).

² See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (October 2003) at page 20.

Kevin Loughran
Monroe County Library System
115 South Avenue
Rochester, NY 14604

Billed Entity Number: 124984
Form 471 Application Number: 406926
Form 486 Application Number:

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

WHITEPANY, NY 07981

Postage	\$ 1.06
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.11



To: LETTER OF APPEAL, SCHOOLS

From: Kevin Loughran, MCLS Finan

Date: April 23, 2005

Re: APPEAL TO RESPONSE TO F
 Form 471 Application Number
 Funding Year 2004: 7-1-04 to 6-30-05
 Billed Entity Number: 124984
 Applicant's Form Identifier: PY7 MCLS- T-1
 Funding Request Number: 1117310

Sent To: Letter of Appeal / SCL
 Street, Apt. No., Box, or PO Box No.: Box 123
 City, State, ZIP+4: Whitepany, NY 07981
 PS Form 3800 June 26/02 See Reverse for Instructions

We would like to appeal the SCL decision regarding the above application for Internet access service, which was rejected on the grounds that there was "no contract or legally binding agreement was in place when the form 471 was filed". We disagree with this finding and ask that it be reconsidered based on the following:

1. We selected the vendor via a competitive bidding process.
2. After evaluation of responses we issued a "Letter of Intent to Purchase" with the selected vendor.
3. The Monroe County Library System and the County of Monroe considers our "Letter of Intent to Purchase" a legally binding agreement between the parties, subject only to funding availability.
4. This established process allows us to obtain the necessary local governmental approvals (MCLS Board of Trustees and County Purchasing Department) on their established timeframes.
5. The letter also gives us the flexibility not to utilize the service if funding is not available locally or from the SLC. We need the ability to do this because of the extreme pressures on the local operating budgets.
6. Once we received MCLS Board and Monroe County funding approvals, we established a one-year agreement (July 1, 2004 through June 30, 2005), which is enclosed.

I would also like to point your attention to the "Funding Commitment Report: (attached) which shows the service start date of January 30, 2005 and the end date of June 30, 2005. Our request was for the time period July 1, 2004 to June 30, 2005. Total yearly cost for this service was for \$19,284.24. Our form 471 receipt acknowledgement letter of February 6, 2004 (attached) noted that we would be receiving a discount percentage of 61% (\$11,763.39) for this service. Your letter of April 5, 2005 lists the eligible amount at \$8,035.10. We would like these numbers reviewed as part of the appeal.

I will be on extended medical leave beginning May 3, 2005. If you have any additional questions regarding this appeal you may contact Robert Cooper at 585-385-1474 or Linda Strassner at 585-428-8058. Prior to that time, I can be reached at 585-428-8056. Thank you for your assistance on this matter.

xc. R. Cooper
 L. Strassner

Pg 1 of 3

ATTACHMENT PY7-MCLS-T-1

Billed Entity #: 124984
Monroe County Library System

471 Application Number: 406926
FRN: 1117310

Telecommunications: T-1 Dial in access to the Monroe County Library System
Vendor: Frontier Communications of Rochester, Inc.
SPIN # 143004819

This application will cover the cost of two T-1's for dial-up access to the Monroe County Library System's LIBRA homepage. The cost for this service will be \$1,607.02 per month, \$19,284.24 per year.

ATTACHMENT

P47-MCLS-T-1

Page 2 of 3

BILLED ENTITY # 124984

471 # 406926

FRN # 1117310

Monroe County Library System
115 South Avenue
Rochester, New York 14604

Letter of Intent to Purchase

Between

The Monroe County Library System

And

Frontier Communications

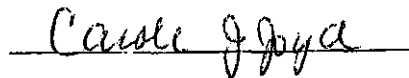
Made this 26th Day of January, 2004

Ref: Frontier Communications Quote of December 29, 2003 for T-1 Service.

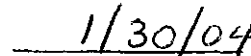
This is a letter of Intent to Purchase pertains to the attached Quote for services provided by Frontier Communications to the Monroe County Library System.

It is understood by both parties that this purchase is eligible for E-rate funding and is contingent on the following:

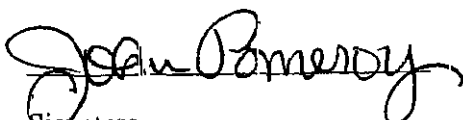
1. The Monroe County Library System's receipt of an E-rate commitment letter from the E-rate Schools and Libraries Division for the specific request at the expected discount.
2. Approval of the Monroe County Library System Director, the Library Board of Trustees, and the County of Monroe Purchasing Department after the receipt of the SLD commitment letter.



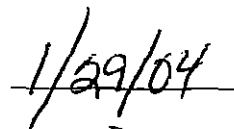
Signature
For The Monroe County Library System



Date



Signature
Frontier Communications



Date

P47-MCLS-T-
Page 3 of 3

MONROE COUNTY LIBRARY SYSTEM
ROCHESTER PUBLIC LIBRARY
115 SOUTH AVENUE
ROCHESTER, NEW YORK 14604

TO: T-1 Service Vendors

FROM: Kevin Loughran, MCLSRPL Finance Office

DATE: December 9, 2003

RE: Price For T-1 Service: Monroe County Library System

The Monroe County Library System is requesting a price quote for two T-1 DID lines to provide access to the Library's WEB page. These lines are used extensively by City and County Departments and dial access for these Departments must be LMS free. Service dates will run from July 1, 2004 to June 30, 2005. The lines will be located at the Rundel Library Building, 115 South Avenue, Rochester, New York 14604.

Due to the E-rate deadline, we will need your firm price, which will include all costs in the following format by Monday, January 19, 2004:

	Qty.	Rate	Total
Tec path	<u>2</u>	<u>\$600.00</u>	<u>\$1200.00</u>
CALC	<u>48</u>	<u>\$7.40</u>	<u>\$355.20</u>
DID/DOD #	0		
Installation	0		
Taxes - GRS	<u>2</u>	<u>2.9%</u>	<u>\$34.80</u>
Other (Identify)			
LNP	48	<u>\$0.34</u>	<u>\$16.32</u>
E911	<u>2</u>	<u>\$0.035</u>	<u>\$0.70</u>
Total monthly recurring telecom charge:			<u>\$1,607.02</u>

Please provide your SPIN # with the response. If you need additional information feel free to contact me at 428-8056.

xc. L. Williams
xci. L. Strassner

12-23-04

Kevin,

I have filled in the numbers for T-1 service for the Monroe County Library System. Feel free to contact me if you need additional information.

Scott Thompson
Frontier Communications

FRONTIER SERVICES AGREEMENT

This Agreement is made this 26th day of July, 2008, by and between _____

Frontier Communications of Rochester, Inc., with an address at 180 S. Clinton Ave., Rochester, NY 14646
(referred to herein as "Frontier"), and **Monroe County Library System**, whose address is 115 South Ave., Rochester, NY 14604
(referred to herein as "Customer").

1. Services

Frontier will provide the services on the attached Schedules that Customer has initiated, which Schedules are incorporated herein by reference and made a part hereof (the "Services"). The Services are described further in the attached Schedules and this Agreement becomes effective for such Services upon Customer initialing each applicable Schedule where indicated. For Services covered by tariff, Customer recognizes that in the event of any inconsistencies between this Agreement and the tariffs, except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control in all circumstances (subject to Section 15 hereof), the tariffs shall control for regulated Services (other than for pricing), and this Agreement shall control for unregulated Services. In the event of any conflict between this Agreement and any Schedule, the Schedule shall control. Customer further recognizes that if Customer selects long distance services, such services will be provided directly by [Select one: ☐ Frontier Communications of America, Inc. ("LD Carrier") and Frontier is acting solely as LD Carrier's agent with respect to such services. If long distance services are being contracted for by Customer hereunder, Customer shall execute a Letter of Authorization in the form of Schedule LD, attached hereto. Services, special facilities and equipment may also be provided by other local or long distance carriers that are affiliates or subcontractors of Frontier and such Services will be subject to the terms and conditions of this Agreement.

Frontier will maintain, repair and service the facilities and equipment used to provide the Services or leased to Customer as part of this Agreement, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration or servicing of Frontier's facilities or equipment by Customer or third parties without the express written consent of Frontier is cause for termination of this Agreement at Frontier's option. For any portion of Frontier's circuits that are provided by third parties, Frontier's maintenance responsibility is limited to the prompt identification and notification of appropriate parties. Frontier will make every reasonable effort as Customer's agent to obtain prompt action from such a third party.

2. Minimum Usage Guarantee

If Customer has selected Service(s) for which there is a Minimum Usage Guarantee, then unless otherwise described in this Agreement or the applicable Schedule, Customer shall be liable to Frontier for meeting such Minimum Usage Guarantee during the initial term stated in the applicable Schedule or tariff. Unless otherwise stated in the Schedule, any Minimum Usage Guarantee period begins on the date of installation of the applicable Service. Taxes or tax-related surcharges, governmentally imposed or permitted surcharges, nonrecurring charges (including but not limited to installation charges), operator assistance charges, and any charges of third parties that are passed through to Customer are not included in determining whether Customer has met any Minimum Usage Guarantee. Customer agrees that the prices in the Schedules are based in part upon any term and volume commitments that Customer is making to Frontier. If Customer's purchases are less than any Minimum Usage Guarantee committed

to in any Schedule, Frontier may, in addition to any other rights and remedies it may have, recover the shortfall from Customer, and may elect at its option either to continue to recover the shortfall prospectively or increase the price prospectively to reflect Frontier's then-current prices for comparable terms and volumes.

3. Cancellation Charges

Whether or not Customer enters into a minimum term commitment, if Customer terminates or cancels an order for a Service prior to the completion of installation of the Service, Customer shall pay a cancellation charge equal to one month of recurring charges for the Service plus the total costs and expenses of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of termination or cancellation, including, but not limited to, Frontier's applicable installation charges for the Service.

If Customer has selected Services for which there is a minimum term commitment or the applicable Schedule includes a minimum term commitment, and if Customer terminates or cancels a Service after completion of installation but prior to completion of the minimum term commitment or Frontier terminates the Service or this Agreement pursuant to Section 9.a. hereof, Customer shall immediately pay Frontier a cancellation charge equal to the monthly recurring charges for the terminated or canceled Service, plus the following associated surcharges for such Service: subscriber line charges, primary interexchange carrier charges, and universal service fund charges, multiplied by the number of months remaining in the applicable minimum term commitment. Partial months shall be prorated so that Customer's total payment of recurring charges (plus applicable surcharges) before and after termination or cancellation equals the monthly recurring charges (plus applicable surcharges) for the Service multiplied by the total number of months in the minimum term commitment. Unless otherwise stated in the Schedule, any minimum term commitment begins on the effective billing date for the applicable Service.

It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. These provisions are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

The minimum term provisions or Minimum Usage Guarantees for any Service selected by Customer hereunder shall have no effect on any other minimum term commitments or Minimum Usage Guarantees that Customer may have with Frontier, whether under this Agreement, or otherwise.

This Section 3 addresses only situations involving termination or cancellation of Service. The effects of a reduction in Service, not rising to the level of a termination or cancellation of such Service, shall be governed by tariffs covering applicable Service offerings.

4. Payment

Customer shall pay all charges set forth in the attached Schedules and in applicable tariffs. Unless otherwise specified in an applicable Schedule or tariff, or otherwise required by statute or rule, all payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of 1.5% per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any

other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. If Frontier does not receive notice of a payment dispute by Customer within thirty (30) calendar days after Customer's receipt of an invoice, such invoice will be deemed correct. Upon timely receipt of a notice of dispute, Frontier will promptly investigate all disputed charges and report its findings and disposition of the dispute to Customer within thirty (30) calendar days. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days.

In addition to the charges set forth in the applicable tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts or excise taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable governmentally imposed or approved surcharges, including but not limited to Primary Interexchange Carrier Charge ("PICC"), E-911, Universal Service and Local Number Portability surcharges related to the Services.

5. Term

This Agreement is effective as of the date written above, and shall continue in full force and effect as long as any of the Services continue to be provided pursuant to any Schedule hereto, unless terminated in accordance with the provisions hereof. If neither party provides the other with written notice of its intent to terminate this Agreement, or any Service provided pursuant to any Schedule, at least sixty (60) days prior to expiration of any minimum term commitment for any or all Services, or any renewal thereof as provided below, then this Agreement shall be deemed automatically renewed for additional one-year periods upon the same terms and conditions. Notwithstanding the above, if tariff pricing was applicable during the initial term of this Agreement, pricing for Services continuing during any renewal term shall be at the then applicable tariff rate.

6. Limitation of Liability and Warranty Provisions

The liability of Frontier and its affiliates for the Services provided under this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service pursuant to this Agreement and the attached Schedules. In cases of Service outages or interruptions, liability shall be limited to 1/720 of the monthly charge for each hour the Service is interrupted.

Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED THEREUNDER, INCLUDING, BUT NOT LIMITED TO, TOLL FRAUD.

EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE APPLICABLE SCHEDULES, FRONTIER DISCLAIMS ALL WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION, EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen. The parties hereby waive the right to invoke

any different limitation on the bringing of actions provided under state law.

7. Indemnification

Customer shall be liable for and shall indemnify, defend and hold Frontier and its affiliates harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of Customer's negligent, willful or unauthorized acts, failures to act or misrepresentations, and, in the case of facilities or equipment, failure to maintain an adequate and safe environment or permitting unauthorized repairs.

8. Confidentiality

Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, or the Services provided under this Agreement, shall not be disclosed to third parties without the prior written consent of the other party, unless required by law.

Customer and Frontier may disclose to each other information that is confidential in nature. All such information (hereafter "Information") shall be clearly marked as confidential if written, or clearly identified as confidential if oral. Customer and Frontier agree not to disclose any Information to any third party, to keep Information in a secure place available only to employees, affiliates or agents who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings.

Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier. This Agreement is enforceable by injunction.

9. Default

a. **Breach by Customer:** If Customer fails to make any payment when due, or fails to comply with any other term or condition of this Agreement or any Schedule, and such failure continues for five (5) days in the event of failure to make payments, or thirty (30) days in the event of any other default, after notice of such failure, Frontier shall have the right either to suspend the Service until the default is remedied or to terminate this Agreement or any Schedule. In the case of failure to make payment for equipment purchased or leased hereunder, Frontier shall have the right, without notice, demand or legal process, to demand payment of all amounts remaining to be paid under the applicable Schedule and to take possession and dispose of the property in a commercially reasonable manner. Retaking or resale of such equipment shall not release Customer from its obligation to pay all amounts due under this Agreement and the Schedules.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of notice from Customer of such breach, Customer may terminate the circuit or Service which is the subject of such breach. Except for charges incurred prior to the termination and except for charges incurred with continued use despite termination, Customer shall have no further obligation to Frontier for payment of charges for the terminated circuit or Service after such termination. Except as otherwise expressly provided herein or in an applicable Schedule, this subsection states Customer's exclusive remedy for a breach by Frontier.

c. Frontier, after giving notice to Customer and after having given Customer an opportunity, appropriate to the circumstances involved, to respond to such notice, may, under the following conditions, forthwith terminate any Service, and sever the connection to Frontier's network and remove its equipment from Customer's premises:

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void will not effect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

20. Internet Acceptable Use Policy and Security

If Customer subscribes to any Frontier Internet service, Customer shall comply with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change:

<http://www.frontieronline.com/db/template/misc.xml?id=16&us>

(or <http://www.frontieronline.com/> then click on Enter, then on Legal Notices at bottom of page)

Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirements of Section 9(a) above.

Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

Customer shall not bundle or resell Frontier Internet access Services unless Customer subscribes to a Schedule designed for the provision of Internet access by Customer to its customers through Frontier facilities.

21. Additional Provisions (if applicable, Customer to initial where indicated)

a. Surcharge Exemption Certification (applies to special access / private line circuits)

Customer ☒ certifies [Initial: _____] / ☐ does not certify [Initial: _____]: That any special access

lines/circuits to be provided by Frontier consist of one or more of the following:

- (1) An open-end termination in a Telephone Company switch of an FX line, including CCSA and CCSA-equivalent ONALS;
- (2) An analog channel termination that is used for radio or television program transmission;
- (3) A termination used for TELEX service;
- (4) A termination that by nature of its operating characteristics could not make use of Telephone Company common lines;
- (5) A termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges such as, where the private facility accesses only FGA and no local exchange lines, or private line facility connecting CCSA or CCSA-type equipment (inter-machine trunks);
- (6) A termination that is not connected to a PBX or other device capable of interconnecting the private line facility to a local exchange subscriber line.

Customer understands that if it cannot so certify, a special access surcharge may be required to be assessed on each dedicated line/circuit. Customer agrees to indemnify and hold Frontier harmless from any charges assessed as a result of any false statements made above and further agrees to reimburse Frontier for any such charges.

b. Interstate / Intrastate Pricing Certification (applies to dedicated point-to-point services)

If the Schedules include dedicated point-to-point Service(s), Customer certifies that its dedicated point-to-point traffic over such Services ☐ [Initial: _____] will be more than 10% interstate in nature / OR ☐ [Initial: _____] will be 10% or less interstate in nature. The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

FRONTIER:

Communications of Rochester

By: _____

Name: Kevin Gelabert

Title: Director of Sales

Date: 4/27/04

CUSTOMER:

Monroe County Library System

By: _____

Name: _____

Title: _____

Date: 4/28/04

This is Schedule Number **ONE** to the Frontier Services Agreement dated 1/26, 2008 between **Monroe County Library System** and FRONTIER. This Schedule is dated 1/26, 2008. Customer orders and Frontier agrees to provide the Services listed below initiated by Customer.

Location of Services ordered: **115 South Ave., Rochester, NY 14604**

(Include a separate schedule for each service location if more than one)

Product	Rate / MRC	# Lines/Circuits	Install Chg.	Minimum Term	Total
Bus. Class DSL	\$		\$		\$
SDSL	\$		\$		\$
ADSL	\$		\$		\$
Other	\$		\$		\$
TL Install Chg.			\$	TL MRC	\$
				Grand TL	\$

☐ 512Kbps/256Kbps ☐ 1Mbps/512Kbps ☐ 2Mbps/512Kbps

Internet Speed: ☐ 144Kbps ☐ 256Kbps ☐ 512Kbps ☐ 768Kbps ☐ 1.024 Mbps ☐ 1.544Mbps ☐ 2Mbps

Product	Rate / MRC	# Lines/Circuits/ Channels	Install Chg.	Minimum Term	Total
T-1 Loop	\$		\$		\$
T-1 PRI	\$		\$		\$
Fractional T-1	\$		\$		\$
T-1	\$		\$		\$
DID/DOD T-1	\$600.00	2	\$0.00	1 Year	\$
ISDN***	\$		\$		\$
ISDN WAH***	\$		\$		\$
Bundled Business ISDN***	\$		\$		\$
DDS	\$		\$		\$
DS3	\$		\$		\$
OC3	\$		\$		\$
Switch DS1 (Facility)	\$		\$		\$
Switch DS1 (Trunks/ Channels)	\$		\$		\$
Other: CALC	\$7.40	48	\$0.00	1 Year	\$
Other: LNP & E911	\$17.02	1	\$0.00	1 Year	\$
TL Install Chg.			\$	TL MRC	\$
				Grand TL	\$

***Included in the base rate are:

- Two circuit switched data channels (see Note 1)
- Flat rate voice usage (see Note 3)
- Standard feature package including: (see Note 5)
- Call ID and a specified number of free circuit switched data hours (if applicable)

NOTES:

- "B-Ch. Hours of use are based on a single B-ch. (Example 2B-Ch. x 25 hours = 50 B-ch. Hours) Standard usage charges (\$0.03/min.) apply past "B-ch. hours" limit.
- The current standard ISDN tariff may be used for the Main "Business" location - Central Site.
- A Voice call is NOT metered (NO LMS) for the Work At Home ISDN lines.
- All other ISDN pricing remains the same (i.e. Multipoint, call appearances, etc.)
- Install charges includes \$125.00 install and L\$34.95 Svc. Charge.

Inside wire work, if required, is extra. (From Demarc to required room location \$100.00 additional set-up / programming fee if Switched 56K/64k CAPABILITY IS REQUIRED.)

Monroe Cour
Rochester
115 So
Rochester,

To: LETTER OF APPEAL, SCHOOLS AND L

From: Kevin Loughran, MCLS Finance Office

Date: April 23, 2005

Re: APPEAL TO RESPONSE TO FUNDING
Form 471 Application Number: 40691
Funding Year 2004: 7-1-04 to 6-30-05
Billed Entity Number: 124984
Applicant's Form Identifier: PY7 MCLS- Frame
Funding Request Number: 1133065

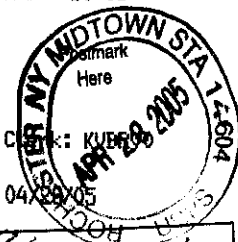
U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.06
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.11

UNIT ID: 0604



Sent To *Letter of Appeal / SCL*
Street, Apt. No., or PO Box No. *Box 125, Monroe, NJ 07981*
City, State, ZIP+4 *Whippany, NJ 07981*
PS Form 3800, June 2002 See Reverse for Instructions

We would like to appeal the SCL decision regarding the above application for Frame Relay service, which was rejected on the grounds that there was "no contract or legally binding agreement was in place when the form 471 was filed". We disagree with this finding and ask that it be reconsidered based on the following:

1. We selected the vendor via a competitive bidding process.
2. After evaluation of responses we issued a "Letter of Intent to Purchase" with the selected vendor.
3. The Monroe County Library System and the County of Monroe considers our "Letter of Intent to Purchase" a legally binding agreement between the parties, subject only to funding availability.
4. This established process allows us to obtain the necessary local governmental approvals (MCLS Board of Trustees and County Purchasing Department) on their established timeframes.
5. The letter also gives us the flexibility not to utilize the service if funding is not available locally or from the SLC. We need the ability to do this because of the extreme pressures on the local operating budgets.
6. Once we received MCLS Board and Monroe County funding approvals, we established a one-year agreement extension (July 1, 2004 through June 30, 2005), which is enclosed.

I would also like to point your attention to the "Funding Commitment Report: (attached) which shows the service start date of January 30, 2005 and the end date of June 30, 2005. Our request was for the time period July 1, 2004 to June 30, 2005. Total yearly cost for this service was for \$148,020.48. Our form 471 receipt acknowledgement letter of February 6, 2004 (attached) noted that we would be receiving a discount percentage of 61% (\$90,292.49) for this service. Your letter of April 5, 2005 lists the eligible amount at \$61,675.20. We would like these numbers reviewed as part of the appeal.

I will be on extended medical leave beginning May 3, 2005. If you have any additional questions regarding this appeal you may contact Robert Cooper at 585-385-1474 or Linda Strassner at 585-428-8058. Prior to that time, I can be reached at 585-428-8056. Thank you for your assistance on this matter.

xc. R. Cooper
L. Strassner

ATTACHMENT

PY7-MCLS-Frame

Page 2 of 3

B LED ENTITY # 124984

471 # 406926

FRN # 1133065

Monroe County Library System
115 South Avenue
Rochester, New York 14604

Letter of Intent to Purchase

Between

The Monroe County Library System

And

Frontier Communications

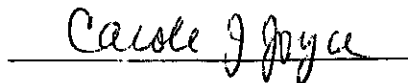
Made this 26th Day of January, 2004

Ref: Frontier Communications Quote of January 23, 2004 for Frame Relay Service.

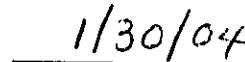
This is a letter of Intent to Purchase pertains to the attached Quote for services provided by Frontier Communications to the Monroe County Library System.

It is understood by both parties that this purchase is eligible for E-rate funding and is contingent on the following:

1. The Monroe County Library System's receipt of an E-rate commitment letter from the E-rate Schools and Libraries Division for the specific request at the expected discount.
2. Approval of the Monroe County Library System Director, the Library Board of Trustees, and the County of Monroe Purchasing Department after the receipt of the SLD commitment letter.



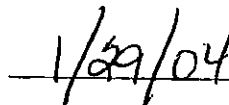
Signature
For The Monroe County Library System



Date



Signature
Frontier Communications



Date

ATTACHMENT C

Frontier-MCLS Frame Relay Costs: July 1, 2004 to June 30, 2005

Site	Address	NXX	Speed	CIR	PVC	Loop \$/mo.	Frame Port Month	PVC \$/mo.	Misc. \$/mo	Total \$/mo.	1 Time \$
Chili	3333 Chili Ave.	889	384	192k	1	\$ 382.53	\$ 213.00	\$ 6.00	\$ -	\$ 601.53	Waived
Pittsford	24 State Street	381	384	192k	1	\$ 243.63	\$ 213.00	\$ 6.00	\$ -	\$ 462.63	Waived
Brighton	2300 Elmwood Ave.	784	768	384k	1	\$ 138.14	\$ 280.00	\$ 6.00	\$ -	\$ 424.14	Waived
Penfield	1985 Baird Rd.	340	768	384k	1	\$ 138.14	\$ 280.00	\$ 6.00	\$ -	\$ 424.14	Waived
Fairport	1 Village Landing	385	768	384k	1	\$ 243.63	\$ 280.00	\$ 6.00	\$ -	\$ 529.63	Waived
Henrietta	455 Calkins Rd.	334	512	256k	1	\$ 280.58	\$ 249.00	\$ 6.00	\$ -	\$ 535.58	Waived
Ogden	269 Ogden Ctr. Rd.	352	384	192k	1	\$ 194.35	\$ 213.00	\$ 6.00	\$ -	\$ 413.35	Waived
Rush	5977 East Henrietta	334	256	128k	1	\$ 280.58	\$ 172.00	\$ 6.00	\$ -	\$ 458.58	Waived
Webster	1 Van Lingen	671	1024	512k	1	\$ 280.58	\$ 311.00	\$ 6.00	\$ -	\$ 597.58	Waived
East Roch.	111 West Elm St.	586	256	128k	1	\$ 243.63	\$ 172.00	\$ 6.00	\$ -	\$ 421.63	Waived
Riga	1 Village Park	293	256	128k	1	\$ 428.04	\$ 172.00	\$ 6.00	\$ -	\$ 606.04	Waived
Mendon	15 Monroe Ave.	624	256	128K	1	\$ 299.00	\$ 172.00	\$ 6.00	\$ -	\$ 477.00	Waived
Gates	1605 Buffalo Rd.	426	640	384k	1	\$ 184.51	\$ 264.00	\$ 6.00	\$ -	\$ 454.51	Waived
Janes Pittsford	200 Fairport Rd.	381	256	128k	1	\$ 243.63	\$ 172.00	\$ 6.00	\$ -	\$ 421.63	Waived
Strong Museum	Strong Musuem	263	256	128k	1	\$ 100.00	\$ 172.00	\$ 6.00	\$ -	\$ 278.00	Waived
Barnard Crsg.	2780 Dewey Ave.	663	256	128k	1	\$ 184.51	\$ 172.00	\$ 6.00	\$ -	\$ 362.51	Waived
Greece-Tofany	2 Vince Tofany Dr.	723	1024	512k	1	\$ 236.24	\$ 311.00	\$ 6.00	\$ -	\$ 553.24	Waived
Hamlin	422 Hamilton-Clarkson	964	256	128k	1	\$ 299.00	\$ 172.00	\$ 6.00	\$ -	\$ 477.00	Waived
W. Irondequiot	2180 Ridge Rd.	336	384	192k	1	\$ 103.22	\$ 213.00	\$ 6.00	\$ -	\$ 322.22	Waived
E. Irondequiot	45 Cooper Rd.	336	384	192k	1	\$ 103.22	\$ 213.00	\$ 6.00	\$ -	\$ 322.22	Waived
Parma	7 West Ave.	392	256	128k	1	\$ 194.35	\$ 172.00	\$ 6.00	\$ -	\$ 372.35	Waived
Scottsville	28 Main St.	889	256	128k	1	\$ 382.53	\$ 172.00	\$ 6.00	\$ -	\$ 560.53	Waived
Mumford	Dennelly House	538	256	128k	1	\$ 299.00	\$ 172.00	\$ 6.00	\$ -	\$ 477.00	Waived
Brockport	161 East Ave.	637	256	128k	1	\$ 299.00	\$ 172.00	\$ 6.00	\$ -	\$ 477.00	Waived
Rundel	115 South Ave.	428	1.544		1	\$ 100.00	\$ 335.00	\$ -	\$ -	\$ 435.00	Waived
Rundel	115 South Ave.	428	1.544		1	\$ 100.00	\$ 335.00	\$ -	\$ -	\$ 435.00	Waived
Rundel	115 South Ave.	428	1.544		1	\$ 100.00	\$ 335.00	\$ -	\$ -	\$ 435.00	Waived

TOTAL Main 4632 0.441311 \$ 6,082.04 \$ 6,109.00 \$ 144.00 \$12,335.04
Remotes 10496

Increased Link Speed to 384 kbps and CIR to 192 kbps = \$214 per link per month, \$6.00 for additional PVCs per link per month
Increased Link Speed to 512 kbps and CIR to 256 kbps = \$250 per link per month, \$6.00 for additional PVCs per link per month
If link speed is increased, there will be a need for an additional T-1 at the Rundel location. Cost will be \$435 per month.

Additional Surcharges:

Gross Revenue Surcharge - 2.6% applied to Total Billed Revenue = \$357.89 (approximately)

Funds tied to CIPA

Py 7-MCLS-Frame
Page 3 of 3

AMENDMENT TO AGREEMENT

This is an amendment to the Agreement dated the 25th day of June 2001, and amended December 19, 2002, between the Monroe County Library System and Frontier Communications of Rochester, Inc., for Frame Relay Service. The Agreement will be amended as follows:

1. The term of the contract will be extended for an additional year (July 1, 2004 to June 30, 2005) under the same terms and conditions, with the exception of price and locations, which are listed in Attachment A.
2. If, during the term of this agreement, the MCLS and Frontier technical staff want to migrate to a Virtual Private Network (VPN) system the cost will be at the rate listed on Attachment B.
3. Payment for services for the additional year will not exceed one hundred eighty thousand (\$180,000) dollars.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement of the 1st day of March, 2004.

MONROE COUNTY LIBRARY SYSTEM

By: Carole Joyce
Carole Joyce, Interim Director, MCLS

CONTRACTOR

By: Scott C. Tully
Name
16-1469712
Federal Identification Number

ATTACHMENT A

Frontier-MCLS Frame Relay Costs: July 1, 2004 to June 30, 2005

Site	Address	NXX	Speed	CIR	PVC	Loop \$/mo.	Frame Port Month	PVC \$/mo.	Misc. \$/mo.	Total \$/mo.	1 Time \$
Chili	3333 Chili Ave.	889	384	192k	1	\$ 382.53	\$ 213.00	\$ 6.00	\$ -	\$ 601.53	Waived
Pittsford	24 State Street	381	384	192k	1	\$ 243.63	\$ 213.00	\$ 6.00	\$ -	\$ 462.63	Waived
Brighton	2300 Elmwood Ave.	784	768	384k	1	\$ 138.14	\$ 280.00	\$ 6.00	\$ -	\$ 424.14	Waived
Penfield	1985 Baird Rd.	340	768	384k	1	\$ 138.14	\$ 280.00	\$ 6.00	\$ -	\$ 424.14	Waived
Fairport	1 Village Landing	385	768	384k	1	\$ 243.63	\$ 280.00	\$ 6.00	\$ -	\$ 529.63	Waived
Henrietta	455 Calkins Rd.	334	512	256k	1	\$ 280.58	\$ 249.00	\$ 6.00	\$ -	\$ 535.58	Waived
Ogden	269 Ogden Ctr. Rd.	352	384	192k	1	\$ 194.35	\$ 213.00	\$ 6.00	\$ -	\$ 413.35	Waived
Rush	5977 East Henrietta	334	256	128k	1	\$ 280.58	\$ 172.00	\$ 6.00	\$ -	\$ 458.58	Waived
Webster	1 Van Lingen	671	1024	512k	1	\$ 280.58	\$ 311.00	\$ 6.00	\$ -	\$ 597.58	Waived
East Roch.	111 West Elm St.	586	256	128k	1	\$ 243.63	\$ 172.00	\$ 6.00	\$ -	\$ 421.63	Waived
Riga	1 Village Park	293	256	128k	1	\$ 428.04	\$ 172.00	\$ 6.00	\$ -	\$ 606.04	Waived
Mendon	15 Monroe Ave.	624	256	128K	1	\$ 299.00	\$ 172.00	\$ 6.00	\$ -	\$ 477.00	Waived
Gates	1605 Buffalo Rd.	426	640	384k	1	\$ 184.51	\$ 264.00	\$ 6.00	\$ -	\$ 454.51	Waived
Janes Pittsford	200 Fairport Rd.	381	256	128k	1	\$ 243.63	\$ 172.00	\$ 6.00	\$ -	\$ 421.63	Waived
Strong Museum	Strong Musuem	263	256	128k	1	\$ 100.00	\$ 172.00	\$ 6.00	\$ -	\$ 278.00	Waived
Barnard Crsg.	2780 Dewey Ave.	663	256	128k	1	\$ 184.51	\$ 172.00	\$ 6.00	\$ -	\$ 362.51	Waived
Greece-Tofany	2 Vince Tofany Dr.	723	1024	512k	1	\$ 236.24	\$ 311.00	\$ 6.00	\$ -	\$ 553.24	Waived
Hamlin	422 Hamilton-Clarkson	964	256	128k	1	\$ 299.00	\$ 172.00	\$ 6.00	\$ -	\$ 477.00	Waived
W. Irondequiot	2180 Ridge Rd.	336	384	192k	1	\$ 103.22	\$ 213.00	\$ 6.00	\$ -	\$ 322.22	Waived
E. Irondequiot	45 Cooper Rd.	336	384	192k	1	\$ 103.22	\$ 213.00	\$ 6.00	\$ -	\$ 322.22	Waived
Parma	7 West Ave.	392	256	128k	1	\$ 194.35	\$ 172.00	\$ 6.00	\$ -	\$ 372.35	Waived
Scottsville	28 Main St.	889	256	128k	1	\$ 382.53	\$ 172.00	\$ 6.00	\$ -	\$ 560.53	Waived
Mumford	Dennelly House	538	256	128k	1	\$ 299.00	\$ 172.00	\$ 6.00	\$ -	\$ 477.00	Waived
Brockport	161 East Ave.	637	256	128k	1	\$ 299.00	\$ 172.00	\$ 6.00	\$ -	\$ 477.00	Waived
Rundel	115 South Ave.	428	1.544		1	\$ 100.00	\$ 335.00	\$ -	\$ -	\$ 435.00	Waived
Rundel	115 South Ave.	428	1.544		1	\$ 100.00	\$ 335.00	\$ -	\$ -	\$ 435.00	Waived
Rundel	115 South Ave.	428	1.544		1	\$ 100.00	\$ 335.00	\$ -	\$ -	\$ 435.00	Waived
TOTAL		Main	4632	0.441311		\$ 6,082.04	\$ 6,109.00	\$ 144.00		\$ 12,335.04	
		Remotes	10496								

Increased Link Speed to 384 kbps and CIR to 192 kbps = \$214 per link per month, \$6.00 for additional PVCs per link per month
Increased Link Speed to 512 kbps and CIR to 256 kbps = \$250 per link per month, \$6.00 for additional PVCs per link per month
If link speed is increased, there will be a need for an additional T-1 at the Rundel location. Cost will be \$435 per month.

Additional Surcharges:

Gross Revenue Surcharge - 2.6% applied to Total Billed Revenue = \$357.89 (approximately)

ATTACHMENT B: VPN Pricing

2 year term

Site	Address	NXX	Speed	Loop \$/mo.	VPN Port Month	Total \$/mo.	1 Time \$
Chili	3333 Chili Ave.	889	512	\$ 382.53	\$ 223.66	\$ 606.19	\$112.50
Pittsford	24 State Street	381	512	\$ 243.63	\$ 223.66	\$ 467.29	\$112.50
Brighton	2300 Elmwood Ave.	784	768	\$ 138.14	\$ 252.28	\$ 390.42	\$112.50
Penfield	1985 Baird Rd.	340	768	\$ 138.14	\$ 252.28	\$ 390.42	\$112.50
Fairport	1 Village Landing	385	768	\$ 243.63	\$ 252.28	\$ 495.91	\$112.50
Henrietta	455 Calkins Rd.	334	512	\$ 280.58	\$ 223.66	\$ 504.24	\$112.50
Ogden	269 Ogden Ctr. Rd.	352	512	\$ 194.35	\$ 223.66	\$ 418.01	\$112.50
Rush	5977 East Henrietta	334	256	\$ 280.58	\$ 132.50	\$ 413.08	\$112.50
Webster	1 Van Lingen	671	1544	\$ 280.58	\$ 307.40	\$ 587.98	\$112.50
East Roch.	111 West Elm St.	586	256	\$ 243.63	\$ 132.50	\$ 376.13	\$112.50
Riga	1 Village Park	293	256	\$ 428.04	\$ 132.50	\$ 560.54	\$112.50
Mendon	15 Monroe Ave.	624	256	\$ 299.00	\$ 132.50	\$ 431.50	\$112.50
Gates	1605 Buffalo Rd.	426	768	\$ 184.51	\$ 252.28	\$ 436.79	\$112.50
Janes Pittsford	200 Fairport Rd.	381	256	\$ 243.63	\$ 132.50	\$ 376.13	\$112.50
Strong Museum	Strong Musuem	263	256	\$ 100.00	\$ 132.50	\$ 232.50	\$112.50
Barnard Crsg.	2780 Dewey Ave.	663	256	\$ 184.51	\$ 132.50	\$ 317.01	\$112.50
Greece-Tofany	2 Vince Tofany Dr.	723	1544	\$ 236.24	\$ 307.40	\$ 543.64	\$112.50
Hamlin	422 Hamilton-Clarkson	964	256	\$ 299.00	\$ 132.50	\$ 431.50	\$112.50
W. Irondequiot	2180 Ridge Rd.	336	512	\$ 103.22	\$ 223.66	\$ 326.88	\$112.50
E. Irondequiot	45 Cooper Rd.	336	512	\$ 103.22	\$ 223.66	\$ 326.88	\$112.50
Parma	7 West Ave.	392	256	\$ 194.35	\$ 132.50	\$ 326.85	\$112.50
Scottsville	28 Main St.	889	256	\$ 382.53	\$ 132.50	\$ 515.03	\$112.50
Mumford	Dennelly House	538	256	\$ 299.00	\$ 132.50	\$ 431.50	\$112.50
Brockport	161 East Ave.	637	256	\$ 299.00	\$ 132.50	\$ 431.50	\$112.50
Rundel	115 South Ave.	428	10Meg	\$ 1,640.00	\$ 3,000.00	\$ 4,640.00	\$ 1,742.50

TOTAL

\$ 7,422.04 \$

7,555.88

\$14,977.92

\$4,442.50

Waived on a 3 Year Term

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL MAIL
WHITE PANY, NJ 07981

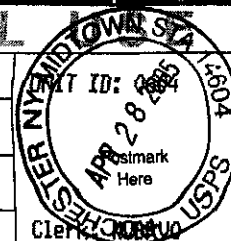
Postage \$ 3.85

Certified Fee 2.30

Return Receipt Fee
(Endorsement Required) 1.75

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$ 7.90



04/28/05

Sent To *Letter of Appeal / SLC*
Street, Apt. No., Box 125 *Comprehensive Unit*
or PO Box No.
City, State, ZIP+4 *80 South Jefferson Ave*
White Plains, NY 07981

PS Form 3800, June 2002

See Reverse for Instructions

To: LETTER OF APPEAL, SCHOOLS A

From: Kevin Loughran, MCLS Finance

Date: April 23, 2005

Re: APPEAL TO RESPONSE TO FU

Form 471 Application Number:

Funding Year 2004: 7-1-04 to 6-30-05

Billed Entity Number: 124984

Applicant's Form Identifier: PY7 MCLS- Internet

Funding Request Number: 1117387

We would like to appeal the SCL decision regarding the above application for Internet access service, which was rejected on the grounds that there was "no contract or legally binding agreement was in place when the form 471 was filed". We disagree with this finding and ask that it be reconsidered based on the following:

1. We selected the vendor via a competitive bidding process.
2. After evaluation of responses we issued a "Letter of Intent to Purchase" with the selected vendor.
3. The Monroe County Library System and the County of Monroe considers our "Letter of Intent to Purchase" a legally binding agreement between the parties, subject only to funding availability.
4. This established process allows us to obtain the necessary local governmental approvals (MCLS Board of Trustees and County Purchasing Department) on their established timeframes.
5. The letter also gives us the flexibility not to utilize the service if funding is not available locally or from the SLC. We need the ability to do this because of the extreme pressures on the local operating budgets.
6. Once we received MCLS Board and Monroe County funding approvals, we established a two-year agreement (July 1, 2004 through June 30, 2006), which is enclosed.

I would also like to point your attention to the "Funding Commitment Report: (attached) which shows the service start date of January 30, 2005 and the end date of June 30, 2005. Our request was for the time period July 1, 2004 to June 30, 2005. Total yearly cost for this service was for \$24,312.36. Our form 471 receipt acknowledgement letter of February 6, 2004 (attached) noted that we would be receiving a discount percentage of 61% (\$14,830.54) for this service. Your letter of April 5, 2005 lists the eligible amount at \$10,130. We would like these numbers reviewed as part of the appeal.

I will be on extended medical leave beginning May 3, 2005. If you have any additional questions regarding this appeal you may contact Robert Cooper at 585-385-1474 or Linda Strassner at 585-428-8058. Prior to that time, I can be reached at 585-428-8056. Thank you for your assistance on this matter.

xc. R. Cooper

L. Strassner

Attachment PY7-MCLS-Internet

Pg 1 of 3

Form 471 Application Number: 406926

Entity Number: 124984

FRN: 1117387

Internet Access: For the Monroe County Library System

Service Provider: Frontier Communications

Spin Number: 143004819

This application will cover the cost of a fractional T-3 9MB Internet connection for the Monroe County Library System. The cost for this service will be \$1976.03 per month. There is also a one time installation fee of \$600.00

ATTACHMENT

PY7-MCLS-Intern
Page 2 of 3

BILLED ENTITY # 124984

471 # 406926

FRN # 1117387

Monroe County Library System
115 South Avenue
Rochester, New York 14604

Letter of Intent to Purchase

Between

The Monroe County Library System

And

Frontier Communications

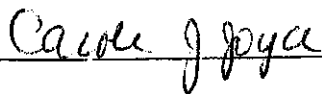
Made this 26th Day of January, 2004

Ref: Frontier Communications Quote of January 5, 2004 for Internet Access Service.

This is a letter of Intent to Purchase pertains to the attached Quote for services provided by Frontier Communications to the Monroe County Library System.

It is understood by both parties that this purchase is eligible for E-rate funding and is contingent on the following:

1. The Monroe County Library System's receipt of an E-rate commitment letter from the E-rate Schools and Libraries Division for the specific request at the expected discount.
2. Approval of the Monroe County Library System Director, the Library Board of Trustees, and the County of Monroe Purchasing Department after the receipt of the SLD commitment letter.



Signature
For The Monroe County Library System

1/30/04

Date



Signature
Frontier Communications

1/29/04

Date

PY7-MCLS-Internet
Page 3 of 3

ATTACHMENT A

Pricing

Please indicate "N/A" if a component below has no cost associated with it.

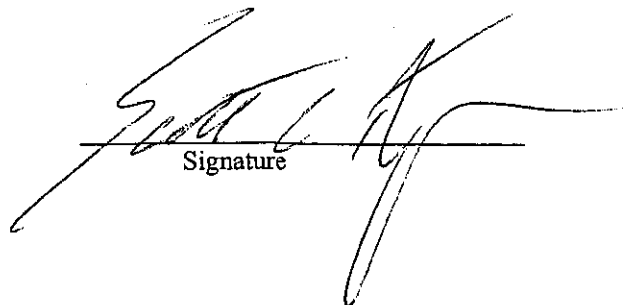
Monthly Internet Access Charge Fractional T3 6MB

Loop Cost	\$ <u>1,200.00</u>
Port Charge	\$ <u>480.00</u>
Usage	\$ <u>N/A</u>
Taxes - Gross Revenue Surcharge 2.9%	\$ <u>48.72</u>
Maintenance Charges	\$ <u>N/A</u>
Billing Charges	\$ <u>N/A</u>
Other - 911 Surcharge	\$ <u>0.35</u>
Total Monthly Costs	\$ <u>1,729.07</u>
Installation Charge	\$ <u>600.00</u>

Monthly Internet Access Charge For Fractional T3 9MB

Loop Cost	\$ <u>1,200.00</u>
Port Charge	\$ <u>720.00</u>
Usage	\$ <u>N/A</u>
Taxes - Gross Revenue Surcharge 2.9%	\$ <u>55.68</u>
Maintenance Charges	\$ <u>N/A</u>
Billing Charges	\$ <u>N/A</u>
Other - 911 Surcharge	\$ <u>0.35</u>
Total Monthly Costs	\$ <u>1,976.03</u>
Installation Charge	\$ <u>600.00</u>




Signature

CONTRACT

BETWEEN

THE MONROE COUNTY LIBRARY SYSTEM

AND

FRONTIER A CITIZENS COMMUNICATIONS COMPANY

FOR THE PERIOD OF

JULY 1, 2004 THROUGH JUNE 30, 2006

IN AN AMOUNT NOT TO EXCEED \$48,024.72

AGREEMENT

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between the MONROE COUNTY LIBRARY SYSTEM, a chartered educational institution with offices at 115 South Avenue, Rochester, New York, 14604, hereinafter referred to as "MCLS" and Frontier A Citizens Communications Company, having its offices and place of business at 180 South Clinton Avenue, Rochester, NY 14646 hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, MCLS is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section I hereof, and;

WHEREAS, the Contractor is willing, able and qualified to perform such services;

WHEREAS, the MCLS Board of Trustees on January 26, 2004, authorized the execution of an Agreement with the Contractor for such services;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

The Contractor shall perform the following services for the MCLS:

- A. As described in "Attachment 1" MCLS Request for Proposal and Contractor Response, the contractor shall provide dedicated internet access utilizing a fractional T3 9MB to the Monroe County Library System. Due to current contractual commitments and the Schools and Library Corporation E-rate approval process, the timeline described in the Contractor's response will be modified to meet a July 1, 2004 start date.

II. TERM OF CONTRACT

The term of this Agreement shall be for the period of July 1, 2004 through June 30, 2006.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon sixty (60) days prior written notice sent by registered or certified mail to the MCLS's Director or the Contractor. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the MCLS or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the MCLS shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the MCLS shall have no further obligations to the Contractor under this Agreement.

III. PAYMENT FOR SERVICES

The MCLS agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed forty eight thousand twenty-four dollars and seventy-two cents (\$48,024.72).

Payments shall be made on a monthly basis at the rate of \$1,976.03 per month. There will be a \$600 installation fee charged at the beginning of service.

The Contractor will submit properly completed and executed Monroe County claim vouchers setting forth in detail the services provided by the Contractor.

Each submitted voucher will be approved by the MCLS Director or his duly designated representative and audited by the Controller of the County.

The MCLS may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records requested by the MCLS. These records shall be subject at all reasonable times to inspection, review or audit by the MCLS, and other personnel duly authorized by the MCLS.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the MCLS, shall be delivered to the MCLS before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the MCLS at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's general liability and/or professional liability insurance and automobile liability insurance shall provide for and name Monroe MCLS as an additional insured. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the MCLS.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide MCLS with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords MCLS. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

VI. INDEMNIFICATION

Notwithstanding the limits of any policy of insurance provided by the Contractor pursuant to this Agreement, the Contractor agrees to indemnify and hold harmless the MCLS and at the request of the MCLS, defend the MCLS against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the MCLS may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission or negligence of the Contractor, its agents, officers, members, directors or employees, including any misrepresentations contained in the Agreement or the breach of any warranty made herein or the failure of the Contractor to carry out its duties under this Agreement or otherwise arising out of or in connection with, directly or indirectly, this Agreement. The Contractor shall not be required to indemnify the MCLS for any damage or loss arising out of any gross negligent acts or willful misconduct of the MCLS, its officers or agents.

VII. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of MCLS nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The MCLS shall have no responsibility for any of the incidences of employment.

VIII. TITLE TO WORK

The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the MCLS in order to accomplish the work hereunder, shall become legally vested to the MCLS upon the completion of the work required under this Agreement.

No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the MCLS. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the MCLS and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

IX. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the MCLS shall not incur any liability beyond the funds annually budgeted therefor. The MCLS may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

X. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the MCLS.

XI. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars,

interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

The Contractor shall, upon request of the MCLS, provide the MCLS such documentation, records, information and data and response to such inquiries as the MCLS may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the MCLS and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the MCLS deems necessary to assure or monitor payments to the Contractor under this Agreement.

The MCLS's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the MCLS under this Agreement.

XII. RIGHT TO INSPECT

Designated representatives of the MCLS shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

XIII. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of this Agreement, it shall not discriminate against any person due to such person's age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex, or national origin and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth in Sections 290-301 of the Executive Law of the State of New York.

XIV. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the MCLS that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

XV. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the MCLS and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

XVI. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent

provisions of Federal, State and local statutes, rules and regulations.

XVII. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations, including MCLS policies and procedures.

XVIII. MISCELLANEOUS

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

MCLS OF MONROE

Carole Joyce

By

Carole Joyce

MCLS Interim Director

CONTRACTOR

By: 

Name: *Kevin Goldsant*

Title: *Director*

Contractor's Federal ID Number or
Social Security Number

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: 3/3/07

FRONTIER
[Print Name of Contractor]

By: [Signature]
[Print Signature]

Kevin Corabian
[Print Name]

Director
[Print Title/Office]



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER

(Funding Year 2004: 07/01/2004 - 06/30/2005)

April 5, 2005

Kevin Loughran
MONROE COUNTY LIBRARY SYSTEM
115 SOUTH AVE
ROCHESTER, NY 14604-1896

Re: Form 471 Application Number: 406926
Funding Year 2004: 07/01/2004 - 06/30/2005
Billed Entity Number: 124984
Applicant's Form Identifier: PY7 MCLS-1

Thank you for your Funding Year 2004 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$58,443.10 is "Denied."

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

NEXT STEPS

- Review technology planning approval requirements
- Review CIPA Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service providers) or Form 472 (Billed Entity)

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) after you file your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that provides a definition for each line of the Report.

TO APPEAL THIS DECISION:

If you wish to appeal the decision indicated in this letter, your appeal must be received by the SLD or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify which Funding Commitment Decision(s) you are appealing. Indicate the relevant funding year and the date of the FCDL. Your letter of appeal must also include the Billed Entity Name, the

Form 471 Application Number, and the Billed Entity Number from the top of your letter.

3. When explaining your appeal, copy the language or text from the Funding Commitment Report that is at the heart of your appeal, to allow the SLD to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We encourage the use of either the e-mail or fax filing options.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, sent to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use either the e-mail or fax filing options.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request from your application is attached to this letter. We are providing the following definitions for the items in that report.

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by the SLD.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471 once an application has been processed. This number is used to report to applicants and service providers the status of individual funding requests submitted on a Form 471.

FUNDING STATUS: Each FRN will have one of the following definitions:

1. An FRN that is "Funded" is approved at the level that the SLD determined is appropriate for this FRN. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds were committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and a message that your Internal Connection requests are "As Yet Unfunded." You would receive one or more subsequent letters regarding the funding decision on your Internal Connections requests.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on your Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.

SERVICE START DATE: The date services were reported to start for this FRN on your Form 471.

CONTRACT EXPIRATION DATE: The date the contract expires. This will be present only if a contract expiration date was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a. This will be present only for "site specific" FRNs.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service approved for the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY THE SLD: The discount rate that the SLD has approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse your service provider for the approved discounts for this service for this funding year. It is important that you and your service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry provides an explanation of the amount in the "Funding Commitment Decision."

FUNDING COMMITMENT REPORT

Form 471 Application Number: 406926
 Funding Request Number: 1117310 Funding Status: Not Funded
 Services Ordered: Telecommunications Service
 SPIN: 143004819 Service Provider Name: Frontier Communications of Roch
 Contract Number: N/A
 Billing Account Number: 100176089
 Service Start Date: 01/30/2005
 Contract Expiration Date: 06/30/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$8,035.10
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$0.00
 Pre-discount Amount: \$9,642.12
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Contract Violation
 Funding Commitment Decision Explanation: No contract or legally binding agreement was in place when the Form 471 was filed.

Funding Request Number: 1117387 Funding Status: Not Funded
 Services Ordered: Internet Access
 SPIN: 143004819 Service Provider Name: Frontier Communications of Roch
 Contract Number: N/A
 Billing Account Number: N/A
 Service Start Date: 01/30/2005
 Contract Expiration Date: 06/30/2006
 Annual Pre-discount Amount for Eligible Recurring Charges: \$10,130.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$0.00
 Pre-discount Amount: \$12,156.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Contract Violation
 Funding Commitment Decision Explanation: No contract or legally binding agreement was in place when the Form 471 was filed.

Funding Request Number: 1133065 Funding Status: Not Funded
 Services Ordered: Telecommunications Service
 SPIN: 143004819 Service Provider Name: Frontier Communications of Roch
 Contract Number: N/A
 Billing Account Number: 100176089
 Service Start Date: 01/30/2005
 Contract Expiration Date: 06/30/2005
 Annual Pre-discount Amount for Eligible Recurring Charges: \$61,675.20
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$0.00
 Pre-discount Amount: \$74,010.24
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Contract Violation
 Funding Commitment Decision Explanation: No contract or legally binding agreement was in place when the Form 471 was filed.

IMPORTANT REMINDERS & DEADLINES

Date: April 5, 2005
471 : 406926
BEN : 124984

The following information is provided to assist you throughout the application process. We recommend that you keep it in an easily accessible location and that you share it with the appropriate members of your organization.

FORM 486 DEADLINE - The Form 486 must be postmarked no later than 120 days after the Service Start Date you report on the Form 486 or no later than 120 days after the date of the Funding Commitment Decision Letter, whichever is later. If you are required to have a Technology Plan, that plan must be approved by the start of service for this funding year, you must indicate the SLD Certified Technology Approver who approved your plan and you must retain your approval letter and documentation of your monitoring of the progress toward your stated goals.

CHILDREN'S INTERNET PROTECTION ACT (CIPA) - You must be in compliance with CIPA and cannot request a waiver, if FY2004 is your Third Funding Year for the purposes of CIPA.

INVOICE DEADLINE - Invoices must be postmarked no later than 120 days after the last date to receive service - including extensions - or 120 days after the date of the Form 486 Notification Letter, whichever is later. Invoices should not be submitted until the invoiced products and services have been delivered and billed, and (for BEAR Forms) the provider has been paid.

OBLIGATION TO PAY NON-DISCOUNT PORTION - Applicants are required to pay the non-discount portion of the cost of the products and/or services. Service providers are required to bill applicants for the non-discount portion. The FCC has stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If you are using a trade-in as part of your non-discount portion, please refer to the SLD web site.

RETAIN DOCUMENTATION - Applicants must retain documentation, including but not limited to, documents showing:

- compliance with all applicable competitive bidding requirements,
 - products and/or services delivered (e.g., customer bills detailing make, model and serial number),
 - resources necessary to make effective use of E-rate discounts, including the purchase of equipment such as workstations not eligible for support,
 - the specific location of each item of E-rate funded equipment, and
 - the applicant has paid the non-discount portion.
- These documents must be retained and available for review for 5 years.

SUSPENSION AND DEBARMENT - Persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Support Mechanism are subject to suspension and debarment from the program.

FREE SERVICES ADVISORY - Applicants and service providers are prohibited from using the Schools and Libraries Support Mechanism to subsidize the procurement of ineligible or unrequested products and services, or from participating in arrangements that have the effect of providing a discount level to applicants greater than that to which applicants are entitled.

Complete program information - including more information on these reminders - is posted to the Schools and Libraries Division (SLD) web site at www.sl.universalservice.org. You may also contact the SLD Client Service Bureau by e-mail using the "Submit a Question" link on the SLD web site, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.